

|                                 |   |                               |                                  |
|---------------------------------|---|-------------------------------|----------------------------------|
| <i>SERFF Tracking Number:</i>   | <i>FDLT-127036365</i>   | <i>State:</i>                 | <i>Arkansas</i>                  |
| <i>Filing Company:</i>          | <i>Fidelity Security Life Insurance Company</i>   | <i>State Tracking Number:</i> | <i>47991</i>                     |
| <i>Company Tracking Number:</i> | <i>M-2020</i>   |                               |                                  |
| <i>TOI:</i>                     | <i>A02I Individual Annuities- Deferred Non-Variable</i>   | <i>Sub-TOI:</i>               | <i>A02I.002 Flexible Premium</i> |
| <i>Product Name:</i>            | <i>Individual Flexible Purchase Payment Retirement Annuity</i>  |                               |                                  |
| <i>Project Name/Number:</i>     | <i>Individual Flexible Purchase Payment Retirement Annuity/Individual Flexible Purchase Payment Retirement Annuity / M-2020</i> |                               |                                  |

## Filing at a Glance

Company: Fidelity Security Life Insurance Company

Product Name: Individual Flexible Purchase Payment Retirement Annuity  
 SERFF Tr Num: FDLT-127036365 State: Arkansas

TOI: A02I Individual Annuities- Deferred Non-Variable  
 SERFF Status: Closed-Approved-Closed State Tr Num: 47991

Sub-TOI: A02I.002 Flexible Premium  
 Co Tr Num: M-2020 State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Linda Bird

Authors: Jennifer Glaser, Kelly  
 Humiston, Teresa Saling, Debbie

Oestreich, Kirsten Farmer

Date Submitted: 02/15/2011  
 Disposition Date: 02/24/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Individual Flexible Purchase Payment Retirement Annuity

Status of Filing in Domicile: Pending

Project Number: Individual Flexible Purchase Payment Retirement Annuity / M-2020

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: This filing was submitted to our domicile state, Missouri, on 01/27/2011.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 02/24/2011

State Status Changed: 02/24/2011

Deemer Date:

Created By: Jennifer Glaser

Submitted By: Jennifer Glaser

Corresponding Filing Tracking Number:

Filing Description:

Fidelity Security Life Insurance Company

NAIC #71870 FEIN #43-0949844

SERFF Tracking Number: FDLT-127036365 State: Arkansas

Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 47991

Company Tracking Number: M-2020

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
Variable

Product Name: Individual Flexible Purchase Payment Retirement Annuity

Project Name/Number: Individual Flexible Purchase Payment Retirement Annuity/Individual Flexible Purchase Payment Retirement Annuity / M-2020

Individual Flexible Purchase Payment Retirement Annuity  
M-2020 Individual Flexible Purchase Payment Retirement Annuity Contract  
S-2020 Individual Flexible Purchase Payment Retirement Annuity Contract Schedule  
R-02954 Roth Individual Retirement Annuity Endorsement

We respectfully submit the above referenced forms for your review and approval. These forms are new and do not replace any forms previously filed or approved by your state.

This product is an individual fixed flexible premium deferred annuity that may be issued as a Traditional IRA or a Roth IRA and is designed as a rollover annuity product.

It is designed for both internal (rollovers or transfers from another Fidelity Security Life Insurance Company annuity) and external rollovers (transfers to FSL from another company); and if the Contract Owner is eligible, it allows for periodic IRA contributions.

For contracts issued as an internal rollover, the Surrender Charge Effective Date, which is used for measuring the surrender charge duration, will be the issue date of the original contract. For contracts issued as an external rollover, the Surrender Charge Effective Date will be the issue date of this contract.

The Application is A-01018FX which was approved by your state on April 24, 2006.

Variable information is indicated by brackets { }. The variables are to be read as though the phrase is in, out, or the choices shown. The variables will not be adjusted to be less favorable than your state allows.

If you have questions or need additional information, please do not hesitate to contact me at 1-800-648-8624 (extension 1143) or e-mail me at jglaser@fslins.com.

## Company and Contact

### Filing Contact Information

|                                       |                                 |
|---------------------------------------|---------------------------------|
| Jennifer Glaser, Sr. Contract Analyst | jglaser@fslins.com              |
| 3130 Broadway                         | 800-648-8624 [Phone] 1143 [Ext] |
| Kansas City, MO 64111-2406            | 816-751-6026 [FAX]              |

### Filing Company Information

|  |                 |                             |
|--|-----------------|-----------------------------|
| Fidelity Security Life Insurance Company | CoCode: 71870   | State of Domicile: Missouri |
| 3130 Broadway                            | Group Code: 451 | Company Type: Life & Health |
| Kansas City, MO 64111-2406               | Group Name:     | State ID Number:            |

SERFF Tracking Number: FDLT-127036365 State: Arkansas  
Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 47991  
Company Tracking Number: M-2020  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
Variable  
Product Name: Individual Flexible Purchase Payment Retirement Annuity  
Project Name/Number: Individual Flexible Purchase Payment Retirement Annuity/Individual Flexible Purchase Payment Retirement Annuity / M-2020  
(800) 648-8624 ext. [Phone] FEIN Number: 43-0949844

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? Yes  
Fee Explanation:  
Per Company: No

| COMPANY                                  | AMOUNT   | DATE PROCESSED | TRANSACTION # |
|--|----------|----------------|---------------|
| Fidelity Security Life Insurance Company | \$50.00  | 02/15/2011     | 44720749      |
| Fidelity Security Life Insurance Company | \$100.00 | 02/18/2011     | 44855883      |

SERFF Tracking Number: FDLT-127036365 State: Arkansas  
 Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 47991  
 Company Tracking Number: M-2020  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
 Variable  
 Product Name: Individual Flexible Purchase Payment Retirement Annuity  
 Project Name/Number: Individual Flexible Purchase Payment Retirement Annuity/Individual Flexible Purchase Payment Retirement Annuity / M-2020

## Correspondence Summary

### Dispositions

| Status          | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 02/24/2011 | 02/24/2011     |

### Objection Letters and Response Letters

| Objection Letters         |            |            |                | Response Letters |            |                |
|---------------------------|------------|------------|----------------|------------------|------------|----------------|
| Status                    | Created By | Created On | Date Submitted | Responded By     | Created On | Date Submitted |
| Pending Industry Response | Linda Bird | 02/23/2011 | 02/23/2011     | Jennifer Glaser  | 02/23/2011 | 02/23/2011     |
| Pending Industry Response | Linda Bird | 02/18/2011 | 02/18/2011     | Teresa Saling    | 02/18/2011 | 02/18/2011     |

|                          |  |                        |                           |
|--------------------------|--|------------------------|---------------------------|
| SERFF Tracking Number:   | FDLT-127036365   | State:                 | Arkansas                  |
| Filing Company:          | Fidelity Security Life Insurance Company   | State Tracking Number: | 47991                     |
| Company Tracking Number: | M-2020   |                        |                           |
| TOI:                     | A02I Individual Annuities- Deferred Non-Variable   | Sub-TOI:               | A02I.002 Flexible Premium |
| Product Name:            | Individual Flexible Purchase Payment Retirement Annuity  |                        |                           |
| Project Name/Number:     | Individual Flexible Purchase Payment Retirement Annuity/Individual Flexible Purchase Payment Retirement Annuity / M-2020 |                        |                           |

## Disposition

Disposition Date: 02/24/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: FDLT-127036365 State: Arkansas

Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 47991

Company Tracking Number: M-2020

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable

Product Name: Individual Flexible Purchase Payment Retirement Annuity

Project Name/Number: Individual Flexible Purchase Payment Retirement Annuity/Individual Flexible Purchase Payment Retirement Annuity / M-2020

| Schedule            | Schedule Item   | Schedule Item Status | Public Access |
|---------------------|---|----------------------|---------------|
| Supporting Document | Flesch Certification  |                      | Yes           |
| Supporting Document | Application   |                      | Yes           |
| Supporting Document | Life & Annuity - Actuarial Memo   |                      | No            |
| Supporting Document | Statement of Variability  |                      | Yes           |
| Supporting Document | Complaint Notice N-00050-1AR and<br>Guaranty Association Notice N-<br>00074(AR) |                      | Yes           |
| Form                | Individual Flexible Purchase Payment<br>Retirement Annuity Contract             |                      | Yes           |
| Form                | Contract Schedule   |                      | Yes           |
| Form                | Roth Individual Retirement Annuity<br>Endorsement                               |                      | Yes           |
| Form                | Application   |                      | Yes           |

SERFF Tracking Number: FDLT-127036365 State: Arkansas  
Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 47991  
Company Tracking Number: M-2020  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
Variable  
Product Name: Individual Flexible Purchase Payment Retirement Annuity  
Project Name/Number: Individual Flexible Purchase Payment Retirement Annuity/Individual Flexible Purchase Payment Retirement Annuity / M-2020

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 02/23/2011  
Submitted Date 02/23/2011  
Respond By Date 03/23/2011

Dear Jennifer Glaser,

This will acknowledge receipt of the captioned filing.

### Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please review your procedures and assure us that you are in compliance.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird

SERFF Tracking Number: FDLT-127036365 State: Arkansas  
Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 47991  
Company Tracking Number: M-2020  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable  
Product Name: Individual Flexible Purchase Payment Retirement Annuity  
Project Name/Number: Individual Flexible Purchase Payment Retirement Annuity/Individual Flexible Purchase Payment Retirement Annuity / M-2020

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 02/23/2011  
Submitted Date 02/23/2011

Dear Linda Bird,

### Comments:

Pursuant to your Objection Letter dated 02/23/2011, please note:

### Response 1

Comments: For compliance with 23-79-138, the Complaint Notice N-00050-1AR (approved in your state on June 1, 2001) is attached to the Supporting Documents tab.

Per Regulation 19s10B, we certify that this submission meets the provisions of this rule as well as all applicable requirements of the Arkansas Department.

Per Regulation 49, the Guaranty Association Notice N-00074(AR), is attached to the Supporting Documents tab.

Additionally, for compliance with 23-66-503(a), the Application has been revised to add Fraud language. The revised Application A-01018FX-AR is attached to the Forms Schedule and will replace Application A-01018FX previously approved in your state on April 24, 2006.

### Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please review your procedures and assure us that you are in compliance.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

### Changed Items:



SERFF Tracking Number: FDLT-127036365 State: Arkansas

Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 47991

Company Tracking Number: M-2020

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
Variable

Product Name: Individual Flexible Purchase Payment Retirement Annuity

Project Name/Number: Individual Flexible Purchase Payment Retirement Annuity/Individual Flexible Purchase Payment Retirement Annuity / M-2020

### Supporting Document Schedule Item Changes

Satisfied -Name: Complaint Notice N-00050-1AR and Guaranty Association Notice N-00074(AR)

Comment: See attached.

### Form Schedule Item Changes

| Form Name   | Form Number  | Edition Date | Form Type                   | Action  | Action Specific Data | Readability Score | Attach Document  |
|-------------|--------------|--------------|-----------------------------|---------|----------------------|-------------------|------------------|
| Application | A-01018FX-AR |              | Application/Enrollment Form | Initial |                      | 50.000            | A-01018FX-AR.pdf |

No Rate/Rule Schedule items changed.

If you have questions, please do not hesitate to contact me.

Sincerely,

Debbie Oestreich, Jennifer Glaser, Kelly Humiston, Kirsten Farmer, Teresa Saling

*SERFF Tracking Number:* FDLT-127036365 *State:* Arkansas  
*Filing Company:* Fidelity Security Life Insurance Company *State Tracking Number:* 47991  
*Company Tracking Number:* M-2020  
*TOI:* A02I Individual Annuities- Deferred Non- *Sub-TOI:* A02I.002 Flexible Premium  
Variable  
*Product Name:* Individual Flexible Purchase Payment Retirement Annuity  
*Project Name/Number:* Individual Flexible Purchase Payment Retirement Annuity/Individual Flexible Purchase Payment Retirement Annuity / M-2020

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 02/18/2011  
Submitted Date 02/18/2011  
Respond By Date 03/18/2011

Dear Jennifer Glaser,

This will acknowledge receipt of the captioned filing.

### Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$100.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: FDLT-127036365 State: Arkansas  
Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 47991  
Company Tracking Number: M-2020  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
Variable  
Product Name: Individual Flexible Purchase Payment Retirement Annuity  
Project Name/Number: Individual Flexible Purchase Payment Retirement Annuity/Individual Flexible Purchase Payment Retirement Annuity / M-2020

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 02/18/2011  
Submitted Date 02/18/2011

Dear Linda Bird,

### Comments:

Thank you for your review.

### Response 1

Comments: An additional \$100.00 is being submitted via EFT. I apologize we did not send the correct amount.

### Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$100.00 is received.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

If you need any further information, please let us know.

Sincerely,

Debbie Oestreich, Jennifer Glaser, Kelly Humiston, Kirsten Farmer, Teresa Saling

SERFF Tracking Number: FDLT-127036365 State: Arkansas

Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 47991

Company Tracking Number: M-2020

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium Variable

Product Name: Individual Flexible Purchase Payment Retirement Annuity

Project Name/Number: Individual Flexible Purchase Payment Retirement Annuity/Individual Flexible Purchase Payment Retirement Annuity / M-2020

## Form Schedule

### Lead Form Number: M-2020

| Schedule Item Status | Form Number  | Form Type Form Name   | Action  | Action Specific Data | Readability | Attachment       |
|----------------------|--------------|---|---------|----------------------|-------------|------------------|
|                      | M-2020       | Policy/Contract/Individual Flexible Purchase Payment Retirement Annuity Certificate Contract  | Initial |                      | 50.000      | M-2020.pdf       |
|                      | S-2020       | Schedule Contract Schedule Pages  | Initial |                      | 50.000      | S-2020.pdf       |
|                      | R-02954      | Policy/Contract/Individual Roth Individual Retirement Annuity Endorsement Certificate: Amendment, Insert Page, Endorsement or Rider | Initial |                      | 50.000      | R-02954.pdf      |
|                      | A-01018FX-AR | Application/ Enrollment Form  | Initial |                      | 50.000      | A-01018FX-AR.pdf |



# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway  
Kansas City, Missouri 64111-2406  
Phone 800-648-8624  
A STOCK COMPANY  
(Herein Called "the Company")

**Fidelity Security Life Insurance Company** (referred to as "the Company") will make Annuity Payments as described in this Contract beginning on the Annuity Date.

This Contract is issued in consideration of the application for this Contract and for the payment of the initial purchase payment. This Contract is issued as an individual retirement annuity (IRA) for the exclusive benefit of the Annuitant and his or her Beneficiaries as provided under Section 408(b) of the Internal Revenue Code.

All periods of time under this Contract begin and end at 12:01 a.m. Local Time where the Owner resides as stated in the application for insurance under this Contract.

This Contract is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri, on the Contract Issue Date:

FIDELITY SECURITY LIFE INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "Richard C. Jones".

President

A handwritten signature in black ink, appearing to read "David J. Smith".

Secretary

## 30-DAY RIGHT TO EXAMINE

This Contract may be returned within 30 days after you receive it by mailing or delivering this Contract to either the Company's Administrative Operations or the agent who sold it. Return of this Contract by mail is effective on being postmarked, properly addressed and postage prepaid. Upon cancellation, the Company will return any premium(s) paid.

## INDIVIDUAL FLEXIBLE PURCHASE PAYMENT RETIREMENT ANNUITY CONTRACT

NON-PARTICIPATING  
NO DIVIDENDS

**READ YOUR CONTRACT CAREFULLY.**

**This Contract is a legal Contract between the Contract Owner and the Company.**

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## DEFINITIONS

**Accumulation Period** means the period prior to the Annuity Date during which the Owner can make purchase payments.

**Annuitant** means the natural person on whose life Annuity Payments are based.

**Annuity or Annuity Payments** means the series of payments made to the Annuitant or other named payee after the Annuity Date under the Annuity Option elected.

**Annuity Date** means the date on which Annuity Payments begin. The Annuity Date is shown in the Contract Schedule.

**Annuity Period** means the period starting on the Annuity Date during which Annuity Payments are paid.

**Administrative Operations** means the office indicated in the Contract Schedule to which notices, requests and purchase payments must be sent. All sums payable by the Company under this Contract are payable through the Administrative Operations.

**Attained Age** means the age of any Owner or Annuitant on his/her birthday nearest the date for which age is being determined.

**Beneficiary** means the person(s) or entity(ies) who will receive any death benefit payable under this Contract.

**Contract Anniversary** means an anniversary of the Issue Date of this Contract.

**Contract Value** means the Owner's interest in this Contract as of any date, taking into consideration all purchase payments, surrenders, charges and taxes, if any, and interest credited on this Contract.

**Contract Year** means one year from the Issue Date and from each Contract Anniversary.

**Issue Date** means the date this Contract was issued. The Issue Date is shown in the Contract Schedule.

**Owner** means the person entitled to the ownership rights under this Contract. The Owner must be the Annuitant. There will be no contingent owner.

**Required Beginning Date** means, except as provided otherwise in the Code and Regulations thereunder, April 1 of the calendar year following the calendar year in which the Annuitant attains age 70½.

**Surrender Value** means the Contract Value less any applicable Surrender Charge and less any premium tax or other taxes.

## GENERAL PROVISIONS

**Entire Contract.** This Contract, including any endorsements and the application are the entire contract between the parties. All statements made by the Owner will, in the absence of fraud, be deemed representations and not warranties. No such statement will void this Contract or reduce the benefits under this Contract or be used in defense to a claim hereunder unless it is contained in a written application, nor will any such statement of the Owner, except a fraudulent misstatement, be used at all to void this Contract after it has been in force for two years from the date of its issue.

**Incontestability.** The Company will not contest this Contract at any time following the Issue Date.

**Non-Participating.** This Contract will not share in any distribution of dividends.

**Misstatement of Age.** The Company may require proof of age of the Annuitant before making any life Annuity Payments under this Contract. If the age of the Annuitant has been misstated, the amount payable will be the amount that the Contract Value would have provided at the correct age.

Once Annuity Payments have begun, any underpayments will be made up in one sum with the next Annuity Payment. Any overpayments will be deducted from future Annuity Payments until the total is repaid.

**Contract Settlement.** This Contract must be returned to the Company prior to any settlement. Prior to any payment of a death claim, due proof of death must be submitted to the Company.

**Protection of Proceeds.** No Beneficiary may commute, encumber, alienate or assign any payments under this Contract. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any payee or to any judicial process to levy upon or attach the same for payment thereof.

**Reports.** The Company will provide the Annuitant with a statement at least once annually, stating the values held under this Contract, interest earned and any withdrawals during the period covered, and such other information as is required under Section 408 of the Code. The Annuitant agrees to provide the Company with information necessary for the Company to provide any reports required under Code Section 408 and the Regulations thereunder.

**Taxes.** Any taxes paid to any governmental entity relating to this Contract will be deducted from the purchase payments or Contract Value when incurred. The Company will, at the Company's sole discretion, determine when taxes have resulted from either receipt by the Company of the purchase payments or commencement of Annuity Payments. The Company may, at the Company's sole discretion, pay taxes when due and deduct that amount from the Contract Value at a later date. Payment at an earlier date does not waive any right the Company may have to deduct amounts at a later date. The Company will deduct any withholding taxes required by applicable law.

**Evidence of Survival.** The Company may require satisfactory evidence of the continued survival of any person(s) on whose life Annuity Payments are based.

**Modification of Contract.** This Contract will be amended without consent of the Owner or Beneficiary (in Kansas, Michigan, Pennsylvania and Washington only, with consent of Owner) as required to insure that this Contract continues to satisfy the requirements of Section 408 of the Code and any Regulations thereunder. A copy of each amendment will be furnished to the Owner.

**Compatibility.** It is the intent of the Company that the terms and conditions of this Contract will be in compliance with Section 408(b) of the Code. In furtherance of this intent, all interpretations of the terms and conditions of this Contract will be in compliance with such section of the Code. In addition, all rights granted to the Owner will be ineffective to the extent such rights would be incompatible with such section.

**Nonforfeitability.** None of the Annuitant's rights in this Contract may be forfeited.

**Owner.** The Owner has all the interest and rights under this Contract. The Owner is the person designated as such on the Issue Date.

**Assignment.** This Contract may not be assigned, pledged as collateral for a loan or as security for the performance of an obligation or otherwise transferred by the Owner.



## BENEFICIARY PROVISIONS

**Beneficiary.** The Beneficiary designation in effect on the Issue Date will remain in effect, unless changed. Unless the Owner provides otherwise, the death benefit will be paid in equal shares or all to the survivor as follows:

1. to the primary Beneficiaries who survive the Owner and/or the Annuitant's death, as applicable; or if there are none,
2. to the contingent Beneficiaries who survive the Owner and/or the Annuitant's death, as applicable; or if there are none,
3. to the Owner's estate.

**Change of Beneficiary.** Subject to the rights of any irrevocable Beneficiary, the Owner may change the primary Beneficiary or contingent Beneficiary. A change may be made by filing a written request with the Company at the Company's Administrative Operations. The change will take effect as of the date the written request is signed. The Company will not be liable for any payment made or action taken before the Company records the change.

## PURCHASE PAYMENT PROVISIONS

**Purchase Payments.** Lump sum purchase payments paid under this Contract must be:

1. a transfer from another IRA or a rollover made pursuant to sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 408(d)(3) or 457(e)(16); or
2. repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.

For flexible purchase payments under this Contract, except for a purchase payment made in accordance with the terms of a Simplified Employee Pension ("SEP") as defined in section 408(k), annual purchase payments will not exceed the lesser of: a) the deductible amount; or b) an amount equal to the compensation includible in the Owner's gross income for such taxable year. The deductible amount is the amount determined under Code section 219(b) and will be adjusted for cost of living as set forth in Code Section 219(b)(5). In the case of an individual who has attained age 50 before the close of the taxable year, the deductible amount will be increased by the applicable amount. The applicable amount will be \$1,000.

The individual's gross income will be the sum of the compensation for the taxable year plus the compensation such individual's spouse for the taxable year, reduced by the amount of the IRA or Roth IRA contribution made on behalf of such spouse for such taxable year. This paragraph will apply to any individual if such individual files a joint return for the taxable year and the amount of compensation (if any) includible in the individual's gross income is less than the compensation includible in the gross income of the individual's spouse for the taxable year.

Purchase payments to a SEP may be made in accordance with the terms of the SEP and 408(k).

**Change in Purchase Payments.** Subject to the minimum payments shown in the Contract Schedule, the Owner may increase or decrease the amount of or change the frequency of purchase payments.

**No Default.** Unless a total surrender is made, this Contract will remain in force until the Annuity Date. This Contract will not be in default if subsequent purchase payments are not made.

## CONTRACT VALUE

**Contract Value.** The Contract Value at any time is equal to:

1. the purchase payments to this Contract; plus
2. interest credited to this Contract; less
3. any partial surrenders and Surrender Charges; less
4. any applicable premium taxes deducted from this Contract.

**Payment of Contract Benefits.** Any benefits payable under this Contract equals or exceeds the minimum benefits payable required by any statute of the state in which this Contract is delivered.

**Interest to be Credited.** The Company guarantees that the interest to be credited to this Contract will not be less than the Minimum Guaranteed Interest Rate shown in the Contract Schedule, which is at least the minimum guaranteed interest rate permitted by the law of the state in which this Contract is delivered. The Company may credit additional interest to this Contract at the Company's sole discretion.

## **DEATH BENEFIT PROVISIONS**

**Death of Owner During the Accumulation Period.** The death benefit will be paid to the Beneficiary(ies) designated by the Owner upon the Owner's death during the Accumulation Period.

**Death Benefit Amount During the Accumulation Period.** The death benefit will be the Contract Value as of the end of the business day during which the Company receives both due proof of death and an election for the payment method.

**Death Benefit Options During the Accumulation Period.** A Beneficiary must elect the death benefit to be paid under one of the options below in the event of the death of an Owner during the Accumulation Period.

**Option 1** - lump sum payment of the death benefit; or

**Option 2** - the payment of the entire death benefit within five years of the date of the death of the Owner; or

**Option 3** - payment of the death benefit under an Annuity Option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the Owner.

Any portion of the death benefit not applied under Option 3 within one year of the date of the Owner's death must be distributed within five years of the date of death.

In addition, if the Beneficiary is the spouse of the Owner, he or she may elect to continue this Contract in his or her own name and exercise all the Owner's rights under this Contract.

If a lump sum payment is requested, the amount will be paid within seven days of receipt of proof of death and the election, unless the Deferral of Payments Provision is in effect.

Payment to the Beneficiary, other than in a single sum, may only be elected during the 60-day period beginning with the date of receipt of proof of death.

**Death of Annuitant.** If the Annuitant dies before all Contract Values have been distributed, the following rules apply:

### **1. Death On or After Date Distributions Begin.**

**Annuitant Survived by Designated Beneficiary.** If the Annuitant dies on or after the Required Beginning Date but before the annuity date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Annuitant's death is the quotient obtained by dividing the Annuitant's Contract Value as of the end of the preceding calendar year by the longer of the remaining life expectancy of the Annuitant or the remaining life expectancy of the Annuitant's designated Beneficiary, determined as follows:

- a. The Annuitant's remaining life expectancy is calculated using the age of the Annuitant in the year of death, reduced by one for each subsequent year.

- b. If the Annuitant's surviving spouse is the Annuitant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Annuitant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
- c. If the Annuitant's surviving spouse is not the Annuitant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Annuitant's death, reduced by one for each subsequent year.

**No Designated Beneficiary.** If the Annuitant dies on or after the Required Beginning Date but before the annuity date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Annuitant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Annuitant's death is the quotient obtained by dividing the Annuitant's Contract Value by the Annuitant's remaining life expectancy calculated using the age of the Annuitant in the year of death, reduced by one for each subsequent year.

## **2. Death Before Date Distributions Begin.**

**Annuitant Survived by Designated Beneficiary.** Except as provided below, if the Annuitant dies before the Required Beginning Date but before the annuity date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Annuitant's death is the quotient obtained by dividing the Annuitant's account balance as of the end of the preceding year by the remaining life expectancy of the Annuitant's designated Beneficiary, determined as provided in the **Death On or After Date Distributions Begin** provision.

Annuitants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule applies to distributions after the death of an Annuitant who has a designated Beneficiary. The election must be made no later than the earlier of December 31 of the calendar year in which distribution would be required to begin under paragraph 1.a. above, or by December 31 of the calendar year which contains the fifth anniversary of the Annuitant's (or, if applicable, surviving spouse's) death. If neither the Annuitant nor Beneficiary makes an election under this paragraph, distributions will be made in accordance with the life expectancy rule described in paragraph 1.a. above.

If the Annuitant's sole designated Beneficiary for the distribution calendar year is the Annuitant's spouse, distribution is not required to begin until the Annuitant would have reached age 70 ½.

**No Designated Beneficiary.** If the Annuitant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Annuitant's death, distribution of the Annuitant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Annuitant's death.

**Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.** If the Annuitant dies before the date distributions begin, the Annuitant's surviving spouse is the Annuitant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse, this provision will apply as if the surviving spouse were the Annuitant.

**Payment of Death Benefit.** The Company will require due proof of death before any death benefit is paid. Due proof of death will be:

1. a certified death certificate;
2. a certified decree of a court of competent jurisdiction as to the finding of death;
3. a written statement by a medical doctor who attended the deceased; or
4. any other proof satisfactory to the Company.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments.

## **ANNUITY PROVISIONS**

**Annuity Date.** The Annuity Date is shown in the Contract Schedule.

**Frequency and Amount of Annuity Payments.** Annuity Payments will be paid as monthly installments or at any frequency acceptable to the Owner and the Company. The Contract Value on the Annuity Date is applied to the Annuity Table for the Annuity Option elected. If the amount of the Contract Value to be applied under an Annuity Option is less than \$5,000, the Company reserves the right to make one lump sum payment in lieu of Annuity Payments. If the amount of any Annuity Payment would be or become less than \$100, the Company will reduce the frequency of payments to an interval which will result in each payment being at least \$100.

**Basis of Payments.** The Annuity Tables are based on 50% of the 2000 Individual Annuity Mortality Table with an annual effective interest rate of 2%, weighted 25% male and 75% female.

**Annuity Options.** The following Annuity Options may be elected, subject to the minimum distribution rules of the Code:

**Option 1 - Life Annuity:** A monthly income payable during the lifetime of the Annuitant and terminating with the last payment preceding the Annuitant's death.

**Option 2 - Life Annuity with a Guaranteed Period:** A monthly income payable during the lifetime of the Annuitant with the guarantee that if, at the death of the Annuitant, payments have been made for less than a stated certain period, which may be 5, 10, 15 or 20 years, as elected, but no greater than the Annuitant's life expectancy, the monthly income will be continued during the remainder of the elected period.

**Option 3 - Survivorship Annuity:** A monthly income payable during the joint lifetime of the Annuitant and another named individual after the death of the Annuitant and thereafter during the lifetime of the survivor, ceasing with the last income payment due prior to the death of the survivor.

**Option 4:** Any other option that is mutually agreed upon between the Owner and the Company will be available.

**Election of Annuity Option.** The Annuity Option is elected by the Owner. If no Annuity Option is elected, Option 2 with 10 years guaranteed will automatically be applied. Prior to the Annuity Date, the Owner may, upon 30 days prior written notice to the Company, change the Annuity Option.

**Payee.** The Annuitant will be the payee of the Annuity Payments.

The Contract Value will be applied to the applicable Annuity Tables. The Annuity Table used will depend upon the Annuity Option elected. The amount of the monthly payment for each \$1,000 of Contract Value is shown in the Annuity Tables and is based on the Annuitant's attained age. If, as of the annuity calculation date, the then current Annuity Option rates applicable to this class of contracts provide a first Annuity Payment greater than that which is guaranteed under the same Annuity Option under this Contract, the greater payment will be made.

**Lifetime Minimum Distribution Rules.** Notwithstanding any provision of this Contract to the contrary, the distribution of the Annuitant's interest will be made in accordance with the requirements of Code Section 408(b)(3) and the regulations thereunder. If distributions are made pursuant to a lifetime Annuity option, distributions must satisfy the requirements of Q&A-4 of Section 1.401(a)(9)-6 of the Income Tax Regulations, rather than the below paragraphs or the **DEATH BENEFIT PROVISIONS** section. If distribution is made for a period certain, distribution must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or the distribution may increase only as provided in such regulations. The period certain may not exceed the periods specified in section 1.401(a)(9)-6 of the Income Tax Regulations.

The distribution of benefits under this Contract must begin not later than the Required Beginning Date.

During the Annuitant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

1. the quotient obtained by dividing the Annuitant's Contract Value by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Annuitant's age as of the Annuitant's birthday in the distribution calendar year; or
2. if the Annuitant's sole designated Beneficiary for the distribution calendar year is the Annuitant's spouse, the quotient obtained by dividing the Annuitant's Contract Value by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Annuitant's and spouse's attained ages as of the Annuitant's and spouse's birthdays in the distribution calendar year.

If the Annuitant does not have a designated Beneficiary, the minimum distribution amount is determined by dividing the Annuitant's Contract Value by the number in the Single Life Table set forth in section 1.401(a)(9)-9 using the Annuitant's age as of the Annuitant's birthday in the distribution calendar year.

The required minimum distribution for the year the individual attains age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

Required minimum distributions will be determined hereunder beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Annuitant's date of death.

The required minimum distributions calculated for this Contract may be withdrawn from another IRA of the Annuitant in accordance with Q&A-9 of section 1.408-8 of the Income Tax Regulations. The Annuitant or Beneficiary, as applicable, will be responsible in such instance for determining whether the minimum distribution requirements are met, and the Company will have no responsibility for such determination.

## **SURRENDER PROVISIONS**

**Surrenders.** Prior to the Annuity Date, the Owner may, upon written request received by the Company at the Company's Administrative Operations, make a total or partial surrender of the Surrender Value. A surrender will result in a reduction in the Contract Value.

Each partial surrender must be for an amount which is not less than the amount shown in the Contract Schedule or, if smaller, the remaining Surrender Value. The minimum Surrender Value which must remain in this Contract after a partial surrender is shown in the Contract Schedule.

**Surrender Charge.** Upon surrender of all or a portion of the Contract Value, a surrender charge as set forth in the Contract Schedule will be assessed.

For a partial surrender, the surrender charge will be deducted from the remaining Contract Value, if sufficient, and if not, the amount surrendered. The Owner must specify in writing in advance if other than the above method of assessing a surrender charge is desired.

### **DEFERRAL OF PAYMENTS FROM THIS CONTRACT**

The Company reserves the right to defer payment for a surrender from this Contract for the period permitted by law but not for more than six months after written election is received by the Company at the Company's Administrative Operations.

### **RESERVES, VALUES AND BENEFITS**

Reserves are based on the Commissioner's Annuity Reserve method and are greater than, or equal to, those required by statute. Any values and death benefits that may be available under this Contract are not less than the minimum benefits required by any law of the state in which this Contract is delivered.

## TABLES

### Unisex

| Age | Life Annuity | 5 Yr. Cert & Life | 10 Yr. Cert & Life | 15 Yr. Cert & Life | 20 Yr. Cert & Life |
|-----|--------------|-------------------|--------------------|--------------------|--------------------|
| 46  | 2.81         | 2.81              | 2.80               | 2.80               | 2.79               |
| 47  | 2.85         | 2.85              | 2.84               | 2.84               | 2.83               |
| 48  | 2.89         | 2.88              | 2.88               | 2.87               | 2.86               |
| 49  | 2.93         | 2.93              | 2.92               | 2.91               | 2.90               |
| 50  | 2.97         | 2.97              | 2.96               | 2.96               | 2.94               |
| 51  | 3.02         | 3.01              | 3.01               | 3.00               | 2.98               |
| 52  | 3.06         | 3.06              | 3.06               | 3.05               | 3.03               |
| 53  | 3.11         | 3.11              | 3.10               | 3.09               | 3.07               |
| 54  | 3.17         | 3.16              | 3.16               | 3.14               | 3.12               |
| 55  | 3.22         | 3.22              | 3.21               | 3.19               | 3.17               |
| 56  | 3.28         | 3.27              | 3.27               | 3.25               | 3.22               |
| 57  | 3.34         | 3.33              | 3.32               | 3.30               | 3.27               |
| 58  | 3.40         | 3.40              | 3.39               | 3.36               | 3.33               |
| 59  | 3.47         | 3.46              | 3.45               | 3.42               | 3.38               |
| 60  | 3.54         | 3.53              | 3.52               | 3.49               | 3.44               |
| 61  | 3.61         | 3.61              | 3.59               | 3.56               | 3.50               |
| 62  | 3.69         | 3.69              | 3.67               | 3.63               | 3.56               |
| 63  | 3.77         | 3.77              | 3.74               | 3.70               | 3.63               |
| 64  | 3.86         | 3.85              | 3.83               | 3.78               | 3.69               |
| 65  | 3.95         | 3.95              | 3.92               | 3.86               | 3.76               |
| 66  | 4.05         | 4.04              | 4.01               | 3.94               |                    |
| 67  | 4.16         | 4.15              | 4.10               | 4.02               |                    |
| 68  | 4.27         | 4.25              | 4.21               | 4.11               |                    |
| 69  | 4.39         | 4.37              | 4.31               | 4.21               |                    |
| 70  | 4.51         | 4.49              | 4.43               | 4.30               |                    |
| 71  | 4.65         | 4.62              | 4.55               |                    |                    |
| 72  | 4.79         | 4.76              | 4.67               |                    |                    |
| 73  | 4.94         | 4.91              | 4.80               |                    |                    |
| 74  | 5.10         | 5.06              | 4.94               |                    |                    |
| 75  | 5.27         | 5.23              | 5.08               |                    |                    |
| 76  | 5.46         | 5.41              |                    |                    |                    |
| 77  | 5.66         | 5.59              |                    |                    |                    |
| 78  | 5.87         | 5.79              |                    |                    |                    |
| 79  | 6.09         | 6.00              |                    |                    |                    |
| 80  | 6.33         | 6.22              |                    |                    |                    |

The values shown above are for exact Ages and must be interpolated between ages for full months in excess of the exact age. Values for Ages not shown in this Table will be furnished upon request and will be calculated on the same basis as those shown in this Table based on 50% of the 2000 Individual Annuity Mortality Table with an annual effective interest rate of 2%, weighted 25% male and 75% female.

The Company reserves the right to apply annuity rates more favorable to the Annuitant than those shown in this Table.

## CONTRACT SCHEDULE

**OWNER:** {John Doe}

**AGE AT ISSUE:** { }

**ANNUITANT:** {John Doe}

**AGE AT ISSUE:** { }

**CONTRACT NUMBER:** { }

**ISSUE DATE:** { }

**I.D. NO.:** { }

**SURRENDER CHARGE EFFECTIVE DATE:** { }

**PLAN TYPE:** { {Roth} IRA - Qualified }

**ANNUITY DATE:** {The 1<sup>st</sup> day of the calendar month following the {later of the} Annuitant's {85<sup>th</sup>} {70<sup>th</sup>} birthday {or the 15<sup>th</sup> Contract Anniversary.}}

**PURCHASE PAYMENTS:** Purchase payments can be made either as a lump sum payment or as periodic payments.

**Periodic Payment:** \$10 or more per payment.

**BENEFICIARY:** {As designated by the Owner on the Issue Date unless changed in accordance with this Contract's provisions.}

### SURRENDER CHARGE:

The Surrender Charge is calculated at the time of each surrender as a percentage of the Contract Value. The Surrender Charge is based on the number of complete Contract Years from the Surrender Charge Effective Date. The Surrender Charge Effective Date may be earlier than the Issue Date of this Contract if this Contract is issued as a rollover from another Annuity contract or certificate issued by the Company. Surrender Charges are determined in accordance with the following schedule:

| <b>SURRENDER CHARGES</b>   |                        |
|--|------------------------|
| <b><u>Number of Complete Contract Years<br/>from Surrender Charge Effective Date</u></b> | <b><u>% Charge</u></b> |
| 0  | 9                      |
| 1  | 7                      |
| 2  | 5                      |
| 3  | 3                      |
| 4  | 2                      |
| 5 and thereafter   | 0                      |

**MINIMUM PARTIAL SURRENDER:** { \$500, or the Owner's entire interest in this Contract }

**MINIMUM CONTRACT VALUE AFTER PARTIAL SURRENDER:** { \$X }

**MINIMUM GUARANTEED INTEREST RATE:** { 1% - 3% }

**ADMINISTRATIVE OPERATIONS:** { 3130 Broadway }  
{ Kansas City, MO 64111 }

THIS CONTRACT SCHEDULE IS ATTACHED TO AND MADE A PART OF THIS CONTRACT. THIS CONTRACT SCHEDULE REPLACES AND CANCELS ALL OTHER CONTRACT SCHEDULES ISSUED PRIOR TO THE DATE SHOWN BELOW FOR THE PERSON NAMED UNDER THIS CONTRACT.





# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway  
Kansas City, Missouri 64111-2406  
Phone 800-648-8624  
A STOCK COMPANY  
(Herein Called "the Company")

## ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

By attachment of this Endorsement, the Contract is amended by the following:

1. The second paragraph of the first page of the Contract is deleted in its entirety and replaced with the following:

This Contract is issued and designated as a Roth IRA pursuant to Section 408A of the Internal Revenue Code of 1986, as amended (hereinafter the "Code").

This Contract is issued in consideration of the application for this Contract and for the payment of the initial purchase payment.

2. The **GENERAL PROVISIONS** section is amended by adding the following:

**Exclusive Benefit.** This Contract is established for the exclusive benefit of the Annuitant and his or her Beneficiaries. It may not be assigned, pledged as collateral for a loan or as security for the performance of an obligation, or otherwise transferred by the Annuitant. Only the Annuitant may be the Owner of this Contract, unless a custodial/trustee Roth IRA Owner is indicated on the application or by change of ownership thereafter. There will be no contingent owner.

3. The **Reports** provision in the **GENERAL PROVISIONS** section is deleted in its entirety and replaced with the following:

**Reports.** The Company will provide the Annuitant with a statement at least once annually, stating the values held under this Contract, interest earned and any withdrawals during the period covered, and such other information as is required under Section 408A of the Code. The Annuitant agrees to provide the Company with information necessary for the Company to provide any reports required under Code Sections 408 and 408A and the Regulations thereunder.

4. The **Modification of Contract** provision in the **GENERAL PROVISIONS** section is deleted in its entirety and replaced with the following:

**Modification of Contract.** This Contract will be amended without consent of the Owner or Beneficiary (in Kansas, Michigan, Pennsylvania and Washington only, with consent of Owner) as required to insure that the Contract continues to satisfy the requirements of Section 408A of the Code and any Regulations thereunder. A copy of each amendment will be furnished to the Owner.

5. The **Compatibility** provision in the **GENERAL PROVISIONS** section is deleted in its entirety and replaced with the following:

**Compatibility.** It is the intent of the Company that the terms and conditions of the Contract will be in compliance with Section 408A of the Code. In furtherance of this intent, all interpretations of the terms and conditions of the Contract will be in compliance with such section of the Code. In addition, all rights granted to the Owner will be ineffective to the extent such rights would be incompatible with such section.

6. The **Purchase Payments** provision in the **PURCHASE PAYMENT PROVISIONS** section is deleted in its entirety and replaced with the following:

**Purchase Payments.** Lump sum purchase payments paid under this Contract must be:

- a. a rollover or direct transfer from another Roth IRA, Roth 401(k) or Roth 403(b) plan;
- b. a rollover or conversion from an IRA (other than a Roth IRA) made pursuant to Code Section 408A(d)(3); or
- c. a rollover from an eligible retirement plan under 401(a), 403(b) or a governmental 457(b) plan, provided such rollover meets the requirements of section 402(c), 403(a)(4), 403(b)(8) or 408(d)(3), 457(e)(16) respectively.

Annual purchase payments other than rollover amounts will not exceed the lesser of: a) the maximum amount; or b) an amount equal to the compensation includable in the Owner's gross income for such taxable year. The deductible amount is the amount determined under Code section 219(b) and will be adjusted for cost of living as set forth in Code Section 219(b)(5). In the case of an individual who has attained age 50 before the close of the taxable year, the maximum amount will be increased by the applicable amount. The applicable amount will be \$1,000.

The individual's gross income will be the sum of the compensation includable in such individual's gross income for the taxable year plus the compensation includable in the gross income of such individual's spouse for the taxable year, reduced by the amount of the annual IRA or Roth IRA contribution made on behalf of such spouse for such taxable year. This paragraph will apply to any individual if such individual files a joint return for the taxable year and the amount of compensation (if any) includable in the individual's gross income is less than the compensation includable in the gross income of the individual's spouse for the taxable year.

The annual purchase payment limit described above is gradually reduced to \$0 for higher income levels. The annual purchase payment is phased out at adjusted gross income (AGI) limits established under IRC section 408A(c) and indexed for inflation as provided in IRC section 408A(c). Adjusted gross income is defined in section 408(c)(3) and does not include IRA Conversion purchase payments. The Annuitant will be responsible for determining eligibility for a Roth IRA. The Company will have no responsibility for making such determination or for inquiring as to the Annuitant's income, filing status, other IRA contributions or any other factor affecting the Annuitant's eligibility. If the Contract was issued pursuant to a rollover or conversion of an IRA other than a Roth IRA, after the Date of Issue and before the due date for the Annuitant's tax return for the year in which the Contract was first effective, the Owner may recharacterize the Contract as an IRA other than a Roth IRA in accordance with Treasury Regulations. The Company may rely on the Owner's instructions and will have no liability for acting on such instructions.

7. The **Lifetime Minimum Distribution Rules** provision in the **ANNUITY PROVISIONS** section is deleted in its entirety and replaced with the following:

**Lifetime Distribution Rules.** There are no required distributions during the lifetime of the Annuitant.

**“Qualified Distributions”** from the Contract will not be subject to federal income tax or the additional 10% early withdrawal tax. To be “qualified,” a distribution must:

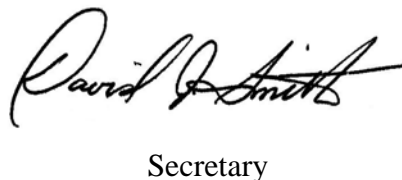
- a. occur after the five-year period beginning on the first day of the year during which the initial contribution to the Contract was made by the Owner, and
- b. must be:
  1. made on or after the date on which the Annuitant attains age 59½ ;
  2. made to a beneficiary (or the Annuitant’s estate) on or after the Annuitant’s death;
  3. attributable to the Annuitant being disabled under Section 72(m)(7) of the Code; or
  4. a distribution to pay for “qualified” first-time home buyer expenses under Code Section 72(t)(8) up to \$10,000.

Distributions which are not qualified distributions will be treated as a return of contributions and earnings as provided in Code Section 408A. All of the Annuitant’s Roth IRAs will be aggregated in making this determination.

This Endorsement takes effect on the effective date of the Contract to which it is attached {or {Month Day, Year}}. This Endorsement terminates concurrently with the Contract to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Contract except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY

  
President

  
Secretary

**{Marketing Name}**  
**Annuity Application**

**Plan Type:**      ☐ 403(b)                      ☐ 457                      ☐ Traditional IRA                      ☐ Non-Qualified  
                          ☐ 403(b) Roth                      ☐ 401(a)                      ☐ Roth IRA                      ☐ Rollover  
                          ☐ SIMPLE                      ☐ SEP IRA                      ☐ Other \_\_\_\_\_

For Office Use Only

SERFF Tracking Number: FDLT-127036365 State: Arkansas  
 Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 47991  
 Company Tracking Number: M-2020  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
 Variable  
 Product Name: Individual Flexible Purchase Payment Retirement Annuity  
 Project Name/Number: Individual Flexible Purchase Payment Retirement Annuity/Individual Flexible Purchase Payment Retirement Annuity / M-2020

## Supporting Document Schedules

|   | Item Status: | Status Date: |
|---|--------------|--------------|
| <b>Satisfied - Item:</b> Flesch Certification       |              |              |
| <b>Comments:</b><br>See attached.                   |              |              |
| <b>Attachment:</b><br>Readability Certification.pdf |              |              |

|  | Item Status: | Status Date: |
|--|--------------|--------------|
| <b>Satisfied - Item:</b> Application                               |              |              |
| <b>Comments:</b><br>Application A-01018FX was approved 04/24/2006. |              |              |

|  | Item Status: | Status Date: |
|--|--------------|--------------|
| <b>Satisfied - Item:</b> Statement of Variability  |              |              |
| <b>Comments:</b><br>See attached.                  |              |              |
| <b>Attachment:</b><br>Statement of Variability.pdf |              |              |

|   | Item Status: | Status Date: |
|---|--------------|--------------|
| <b>Satisfied - Item:</b> Complaint Notice N-00050-1AR and Guaranty Association Notice N-00074(AR) |              |              |
| <b>Comments:</b><br>See attached.   |              |              |
| <b>Attachments:</b><br>N-00050-1AR.pdf<br>N-00074(AR).pdf   |              |              |

**FIDELITY SECURITY LIFE INSURANCE COMPANY**

Kansas City, Missouri

I, AN OFFICER OF Fidelity Security Life, certify that the Flesch reading ease score for policy form(s) \_\_\_\_\_\* meets the minimum requirements of the NAIC Policy Language Model Simplification Act.

In accordance with the NAIC Model Act, certain language has been excepted. Such language includes the following: (a) name and address of Fidelity Security Life Insurance Company; name, number and title of the policy; index page; captions and subcaptions; specifications pages, schedules and tables; (b) all words defined in the policy; and (c) medical terminology, if applicable.

\* M-2020  
S-2020  
R-02954

Combined Score = 50



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Martha E. Madden  
Vice President and General Counsel

January 27, 2011  
Date

**Statement of Variability**  
**Forms M-2020, S-2020, R-02954**

**CONTRACT**

There are no variables in the Contract

**CONTRACT SCHEDULE**

|   |   |
|---|---|
| Owner:  | Name of Owner   |
| Annuitant:  | Name of Annuitant   |
| Contract Number:  | Number assigned to the Contract by Fidelity Security Life Insurance Company   |
| I.D. No.:   | I.D. Number assigned by the Company to identify the Annuitant   |
| Plan Type:  | Either option dependent upon type of Plan   |
| Age at Issue:   | Age of Owner at date of issue   |
| Age at Issue:   | Age of Annuitant at date of issue   |
| Issue Date  | Date the Contract is issued   |
| Surrender Charge Effective Date:  | Date used for the calculation of the Surrender Charge   |
| Annuity Date:<br>The 1 <sup>st</sup> day of the calendar month following the later of the Annuitant's 85 <sup>th</sup> 70 <sup>th</sup> birthday or the 15 <sup>th</sup> Contract Anniversary | Either option as elected by the Company.  |
| Beneficiary:  | As designated   |
| Minimum Partial Surrender:<br>\$500, or the Owner's entire interest in this Contract  | The minimum dollar amount allowed by the Company for partial surrenders   |
| Minimum Contract Value After Partial Surrender:   | The minimum dollar amount allowed by the Company to remain in the account after a partial surrender   |
| Minimum Guaranteed Interest Rate:   | The minimum interest rate amount credited by the Company, within the range shown. This amount is set at the time of issue of the Contract and does not change over the life of the Contract |
| Administrative Operations:  | The address where administration is handled   |
| Date Prepared:  | Date the Schedule was prepared by the Company   |

**ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

|                    |  |
|--------------------|--|
| ###                | In or out. Policy Number assigned to the Contract by the Company   |
| or Month Day, Year | In or out depending on whether the Rider is added to an existing Contract and has a later effective date |



# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway  
Kansas City, Missouri 64111-2406  
Phone 800-648-8624  
A STOCK COMPANY  
(Herein Called "the Company")

## NOTICE

THIS NOTICE is to advise you that in the event a complaint should arise about this insurance, please contact:

Fidelity Security Life Insurance Company  
3130 Broadway  
Kansas City, MO 64141  
800-648-8624

If we at Fidelity Security Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1904  
(501) 371-2640 or (800) 852-5494

Agent's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(Toll Free if available)





# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway  
Kansas City, Missouri 64111-2406  
Phone 800-648-8624  
A STOCK COMPANY  
(Herein Called "the Company")

## LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of Arkansas who purchase life insurance, annuities or health and accident insurance, should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

### DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Arkansas. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is **NOT** provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to give or send you this notice. *However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.*

The Arkansas Life and Disability Insurance Guaranty Association  
c/o The Liquidation Division  
1023 West Capitol  
Little Rock, Arkansas 72201

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

The state law that provides for this safety net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). On back is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

## **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

## **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are **NOT** protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Association also does **NOT** provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

## **LIMITS ON AMOUNT OF COVERAGE**

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.